

RESOLUTION NO. 91-110

=====

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE "GENERAL AGREEMENT OF INDEMNITY" AND "BILL GUARANTY BOND"
FOR REPLACEMENT OF SURETY FIRM UNDERWRITING THE PERFORMANCE BOND
PURSUANT TO INTERCONNECTION AGREEMENT BETWEEN PACIFIC GAS AND ELECTRIC
COMPANY AND NORTHERN CALIFORNIA POWER AGENCY.

=====

WHEREAS, the Northern California Power Agency has requested execution of the necessary documents to reflect the fact that the Fireman's Insurance Company in the underwriting of the performance bond required by Pacific Gas and Electric Company pursuant to the Interconnection Agreement dated July 29, 1983 between Pacific Gas and Electric Company and Northern California Power Agency, will issue the bond at a reduced fee providing the same level of bonding formerly available;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and City Clerk are hereby authorized to execute the General Agreement of Indemnity and Bill Guaranty Bond documents, modified to reflect said substitution of surety in the form requested by the Northern California Power Agency.

Dated: June 20, 1991

=====

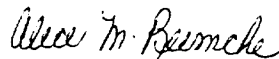
I hereby certify that Resolution No. 91-110 was passed and adopted by the Lodi City Council in an adjourned regular meeting held June 20, 1991 by the following vote:

Ayes: Council Members - Pinkerton, Sieglock and Hinchman
(Mayor)

Noes: Council Members - None

Absent: Council Members - Snider

Abstain: Council Members - Pennino


Alice M. Reimche
City Clerk

91-110

CITY COUNCIL

DAVID M. HINCHMAN, Mayor
JAMES W. PINKERTON, Jr.
Mayor Pro Tempore
PHILIP A. PENNINO
JACK A. SIEGLOCK
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
FAX (209) 333-6795

THOMAS A. PETERSON
City Manager
ALICE M. REIMCHE
City Clerk
BOB McNATT
City Attorney

June 25, 1991

Mr. Dale B. Lain
Northern California Power Agency
180 Cirby Way
Roseville, CA 95678

Subject: PG&E Performance
Bond Renewal


Dear Mr. Lain:

Please be advised that the Lodi City Council in action taken at its adjourned regular meeting of June 20, 1991 adopted Resolution No. 91-110 approving the agreement required for replacement of surety firm underwriting the Performance Bond pursuant to Interconnection Agreement between Pacific Gas and Electric (PG&E) and Northern California Power Agency (NCPA).

Pursuant to your June 6, 1991 letter please find enclosed 1) signed original - Agreement of Indemnity counter part signature page and 2) certified copy of the authorizing Resolution No. 91-110.

Should you have any questions, please do not hesitate to call this office.

Very truly yours,


Alice M. Reimche
City Clerk

AMR/jmp

Enclosures

AGREEMENT OF INDEMNITY

This Agreement entered into by and between the undersigned, herein called the Indemnitors, and Firemen's Insurance Company of Newark, New Jersey herein called the Surety, witnesseth: WHEREAS, in the transaction of business certain bonds, undertakings and other writings obligatory in the nature of a bond have heretofore been, and may hereafter be, required by, for, or on behalf of the Indemnitors or any one or more of the parties included in the designation Indemnitors, and application has been made and will hereafter be made to the Surety to execute such bonds, and as a prerequisite to the execution of such bond or bonds, the Surety requires Complete indemnification.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable considerations, each Indemnitor does, for itself, its heirs, executors, administrators and assigns, separately agree with the Surety, insofar as such Indemnitor's obligation to Pacific Gas and Electric Company, under the terms and conditions of said Interconnection Agreement, Section 9.5.3 a through k dated July 29, 1983, shall extend as follows:

1. The Indemnitors will pay to the Surety premiums and charges of the Surety, and will continue to pay the same where such premium or charge is annual, until the Surety shall be discharged and released from any and all liability and responsibility upon and from each such bond or matters arising therefrom, and until the Indemnitors shall deliver to the Surety competent written evidence satisfactory to the Surety of its discharge from all liability on such bond or bonds.

2. The Indemnitors will indemnify and hold the Surety harmless from and against every claim, demand, liability, cost, charge, suit, judgment and expense which the Surety may pay or incur in consequence of having executed, or procured the execution of, such bond, or any renewals or continuations thereof or substitutes therefor, including fees of attorneys, whether on salary, retainer or otherwise, and the expense of procuring, or attempting to procure, release from liability, or in bringing suit to enforce the obligations of any of the Indemnitors under this Agreement. In the event of payment by the Surety, the Indemnitors agree to accept the voucher or other evidence of such payment as prima facie evidence of the propriety thereof, and of the Indemnitors' liability therefor to the Surety.

3. If the Surety shall set up a reserve to cover any claim, suit or judgment under any such bond, the Indemnitors will, immediately upon demand, deposit with the Surety a sum of money equal to such reserve, such sum to be held by the Surety as collateral security on such bond, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Surety, be available, in the discretion of the Surety, as

collateral security on any other or all bonds coming within the scope of this Agreement.

4. The Indemnitors immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Surety may be subsequently charged under any such bond, shall notify the Surety thereof in writing at its Legal Dept., 180 Maiden Lane, New York, NY 10038, Attn: Surety Bonds.

5. The Surety shall have the exclusive right to determine for itself and the Indemnitors whether any claim or suit brought against the Surety or the Principal upon any such bond shall be settled or defended and its decision shall be binding and conclusive upon the Indemnitors.

6. That it shall not be necessary for the Surety to give the Indemnitors, or any one or more of them, notice of the execution of any such bonds, nor of any fact or information coming to the notice or knowledge of the Surety affecting its rights or liabilities, or the rights or liabilities of the Indemnitors under any such bond executed by it, notice of all such being hereby expressly waived.

7. In the event of any claim or demand being made by the Surety against the Indemnitors, or any one or more of the parties so designated, by reason of the execution of a bond or bonds, the Surety is hereby expressly authorized to settle with any or more of the Indemnitors individually, and without reference to the others, and such settlement or composition shall not affect the liability of any of the others, and we hereby expressly waive the right to be discharged and released by reason of the release of any or more the joint debtors.

8. The Surety at its option may decline to execute or participate in, or procure the execution of, any such bonds without incurring any liability whatever.

9. If the Surety procures the execution of such bonds by other companies, or executes such bonds with cosureties, or reinsures any portions of such bonds with reinsuring companies, then all the terms and conditions of this Agreement shall apply and operate for the benefit of such other companies, cosureties and reinsurers as their interest may appear.

10. The liability of the Indemnitors hereunder shall not be affected by the failure of the Principal to sign any such bond, nor by any claim that any other indemnity or security was to have been obtained, nor by the release of any indemnity, or the return or exchange of any collateral that may have been obtained and if any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party.

11. The Agreement may be terminated by the Indemnitors, or any one or more of the parties so designated, upon written notice to the Surety of not less than 30 days, but any such notice of termination

shall not operate to modify, bar or discharge the liability of any party hereto, upon and by reason of any and all such obligations that may be then in force. Written notice should be directed to the Surety's Legal Dept., 180 Maiden Lane, New York, NY 10038, Attn: Surety Bonds.

12. Indemnitors agree that their liability shall be construed as the liability of a compensated Surety, as broadly as the liability of the Surety is construed toward its obligee.

13. The word Indemnitors, or personal pronouns used to refer to said word, shall apply regardless of number or gender, and to individuals, partnerships or corporations, as the circumstances require.

14. The Indemnitors agree and acknowledge that this Agreement of Indemnity is intended to constitute a Security Agreement enforceable under Article 9 of the Uniform Commercial Code, as now or hereafter in force in any jurisdiction. The Indemnitors and each of them hereby constitute and appoint any officer, employee or agent of the Surety as their attorney to execute and file on their behalf such forms or other documents (including, without limitation, financing statements) as shall be required, or, in the Surety's judgments, shall be necessary to perfect the security interest granted in this Agreement of Indemnity. Notwithstanding any other provision of this Agreement of Indemnity. Notwithstanding any other provision of this Agreement of Indemnity or any law of any jurisdiction to the contrary, the Surety is expressly authorized to file financing statements with respect to any security interest the Surety may have, at any time in any jurisdiction, with or without default, and whether or not such security interest is perfected or would be perfected by such filing.

15. THE INDEMNITORS HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO COVER WHATEVER BONDS (WHETHER OR NOT COVERED BY ANY OTHER AGREEMENT OF INDEMNITY SIGNED AT ANY TIME BY ONE OR MORE OF THE INDEMNITORS - ALL OTHER AGREEMENTS OF INDEMNITY OF ANY KIND BEING SUPPLEMENTAL TO THIS) MAY HAVE BEEN EXECUTED BY THE SURETY PRIOR HERETO OR MAY IN THE FUTURE BE EXECUTED ON BEHALF OF THE INDEMNITORS, OR ANY ONE OF THEM (WHETHER CONTRACTING ALONE OR AS A JOINT OR CO-ADVENTURER), SAID FUTURE TO BE FOR AN INDEFINITE PERIOD OF YEARS UNTIL THIS AGREEMENT SHALL BE CANCELLED IN ACCORDANCE WITH THE TERMS THEREOF.

16. WE HAVE READ THIS AGREEMENT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH.

IN TESTIMONY WHEREOF, the Indemnitors have hereunto set their hands and fixed their seals this 20th day of June, 1991.

INDEMNITORS

NORTHERN CALIFORNIA POWER AGENCY

THE CITY OF LOMPOC

by: _____

by: _____

THE CITY OF ALAMEDA

THE CITY OF PALO ALTO


by: _____

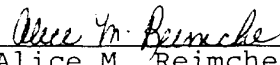
by: _____

Attest:

THE CITY OF LODI

THE CITY OF BIGGS


by: Thomas A. Peterson
City Manager


Alice M. Reimche
City Clerk

by: _____

THE CITY OF ROSEVILLE

THE CITY OF GRIDLEY

by: _____

by: _____

THE CITY OF UKIAH

THE PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE

by: _____

by: _____


THE CITY OF HEALDSBURG

by: _____

by: _____

IMPORTANT: ALL SIGNATURES MUST BE RATIFIED

Approved as to form:


Bobby W. McNatt, City Attorney
City of Lodi

BILL GUARANTY BOND

Bond No.: BNS 1317999
Premium: \$62,500.00

KNOW ALL MEN BY THESE PRESENTS:

That we, Northern California Power Agency, hereinafter known as Principal, and Firemen's Insurance Company of Newark, New Jersey, duly organized under the laws of the State of New Jersey (hereinafter called Surety), as Surety, are held and firmly bound unto PACIFIC GAS AND ELECTRIC COMPANY (hereinafter called "Obligee"), the sum of TWELVE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$12,500,000.00) for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this 15th day of January, 1991.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal entered into a certain Interconnection Agreement with the Obligee, dated September 14, 1983 for the

Payment of services

in accordance with the terms and conditions of said Interconnection Agreement, Section 9.5.3, a. through k., which is hereby referred to and made a part hereof as if fully set forth herein, and excluding all other portions of the Interconnection Agreement:

HOW THEREFORE, THE CONDITION OF THIS OBLIGATIONS IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Interconnection Agreement, Section 9.5.3 a. through k., set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED HOWEVER, that this guaranty shall at all times be subject to such changes or modifications by the Federal Energy Regulatory Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

AND PROVIDED FURTHER that the term of this guarantee shall be twelve (12) months from the effective date of this guarantee unless the Interconnection Agreement is terminated sooner. This guarantee may be extended by rider but will be null and void if the Interconnection Agreement is terminated.

PRINCIPAL

NORTHERN CALIFORNIA POWER AGENCY

Wale B. Laim
by: Treasury Controller

SURETY

FIREMEN'S INSURANCE COMPANY OF
NEWARK, NEW JERSEY

J. Craig Sedell
by: J. Craig Sedell, Attorney